

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-19

A by-law to authorize the signing of a Development Agreement.

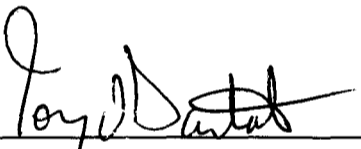
WHEREAS Loblaw Properties Ltd. has proposed the development of property at 181 Sandwich Street South for use as a supermarket;

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. This By-law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 22nd day of April, 2002.



Mayor



Clerk

Certified to be a true copy of By-law No.
2002-19 passed by the Amherstburg
Municipal Council on April 22, 2002.

FOR OFFICE USE ONLY

L T 0 3 5 2 3 0 8

CERTIFICATE OF RECEIPT
REGISTRATION
ESSEX (12) WINDSOR

'02 JUN 12 PM 1 58

New Property Identifiers

Executions

(1) Registry Land Titles (2) Page 1 of pages

(3) Property Identifier(s) 70554-0238 (LT) 70554-0248(LT) 70554-0239 (LT) Block Property Additional: See Schedule

(4) Nature of Document
APPLICATION TO REGISTER DEVELOPMENT AGREEMENT (LAND TITLES)

(5) Consideration
Dollars \$ **NIL**

(6) Description
FIRSTLY: Part Lot 31A, Lot 32, Plan 240, Town of Amherstburg, County of Essex. as in R490501; s/t R187350
SECONDLY: Part Lot 1, Plan 6, Part Lot 31A, Plan 240, Town of Amherstburg, County of Essex; as in R1405039.
THIRDLY: Part Lot 31A, Lot 32, Plan 240, Town of Amherstburg, County of Essex; as in R793753

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the above described land, of which Loblaw Properties Limited is the registered owner and hereby applies to have a Development Agreement, dated April 22, 2002, made between the Corporation of the Town of Amherstburg and Loblaw Properties Limited, entered on the Parcel Register.

The evidence in support of this application consists of an executed copy of said Development Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature

THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor	<i>Armando F. DeLuca</i> Armando F. DeLuca, Q.C.	2002 06 11

(11) Address for Service
500-251 Goyeau Street, Windsor, Ontario N0A 6V2

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature

LOBLAW PROPERTIES LIMITED (Owner)		

(13) Address for Service

(14) Municipal Address of Property
**vacant land
Amherstburg, Ontario**

(15) Document Prepared by:
**Armando F. DeLuca, Q.C.
Mousseau DeLuca McPherson Prince
LLP
500 - 251 Goyeau Street
Windsor, Ontario
N9A 6V2**

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	60

DEVELOPMENT AGREEMENT

Registered _____, 2002

THIS AGREEMENT made in quintuplicate this 22 day of APRIL, 2002.

BETWEEN: LOBLAW PROPERTIES LTD.

hereinafter called the "OWNER"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

hereinafter called the "CORPORATION"
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Owner intends to develop or redevelop the said lands for a supermarket, in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A" - Legal description of the said lands

SCHEDULE "B" - Site Plan

SCHEDULE "C" - Landscaping Plan

SCHEDULE "D" - Site Servicing Plan, Site Grading and Storm Water Management Plan and Phasing Plan

SCHEDULE "E" - Elevations

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
 - (a) The location of all buildings and structures to be erected;
 - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
 - (d) The location and provision for the collection and storage of garbage and other waste material.
4. Schedule "C" hereto shows:
 - (a) Landscaping plan and plant list.
5. Schedule "D" hereto shows:
 - (a) Site Servicing Plan, Stormwater Management Plan and Phasing Plan.
6. Schedule "E" hereto shows:
 - (a) Elevation drawings for the supermarket.
7. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation regarding any matters that relate to services provided by Essex Power Lines Corporation. The Owner shall also be responsible for conveying any required easements for the existing hydro overhead lines or new easements around the property if hydro lines need to be relocated.
8. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.
9. All of the exterior walls of the building shall be faced with decorative block, brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.
10. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like material, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
11. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
12. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
13. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.

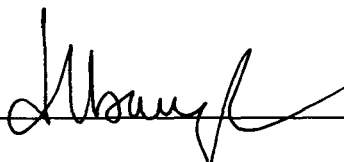
14. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
15. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "D" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer, and separated from the sanitary sewer.
16. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
17. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
18. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "C". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
19. A solid wood fence, stained or treated and maintained, with a minimum of 1.5 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
20. All driveways for emergency vehicles shall:
 1. Be connected with a public thoroughfare;
 2. Be designed and constructed to support expected loads imposed by firefighting equipment;
 3. Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 4. Have a clear width of 3 metres at all times;
 5. Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 6. Have an overhead clearance not less than 4.5 metres;
 7. Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 8. Have approved signs displayed to indicate the emergency route.
21. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
22. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:

1. The progress of development;
 2. The state of maintenance as provided for in this Agreement.
23. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
24. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
25. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
26. In the event that an owner should fail to obey a stop work order issued under Section 23 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
28. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
29. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
30. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.

31. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of The Municipal Act shall apply.
32. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one (1) year maintenance period after the Town has inspected and initially approved same.
33. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.


IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: LOBLAW PROPERTIES LTD.

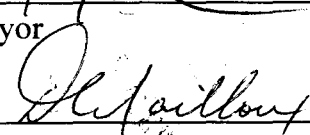


DORIS L. BAUGHAN
Senior Solicitor

THE CORPORATION OF THE TOWN OF
AMHERSTBURG



Mayor



Clerk

Authorized and approved by By-law
No. 2002-19 enacted the 22nd day of
April, 2002.

SCHEDULE "A"

The following is a description of the land to which this instrument applies:

Part of Lots 31A and 32, Registered Plan 240 as in Instrument No. R490501, in the Town of Amherstburg, in the County of Essex and in the Province of Ontario.

Part of Lots 1, 33 and 34, Registered Plan 240, designated as Part 2 on Reference Plan 12R-13426 and as Parts ~~2~~ and ~~3~~ on Reference Plan 12R-2349, in the Town of Amherstburg, in the County of Essex and in the Province of Ontario.

Part of Lot 1, East Side of Sandwich Street, according to Registered Plan 6 and Part of Lot A (also known as Lot 31A), on the North Side of Richmond Street, according to Registered Plan 240, in the Town of Amherstburg, in the County of Essex and in the Province of Ontario.

Being Part of Lot 1, East Side of Sandwich Street, Plan 6 and Part of Lots 31A and 32, North Side of Richmond Street Plan 240, as in Instrument No. R1054787, Town of Amherstburg, County of Essex.

Part of Lots 31A and 32, Registered Plan 240 as in Instrument No. R793753, in the Town of Amherstburg, in the County of Essex and in the Province of Ontario.

SCHEDULE "B" TO BY-LAW 2002-19

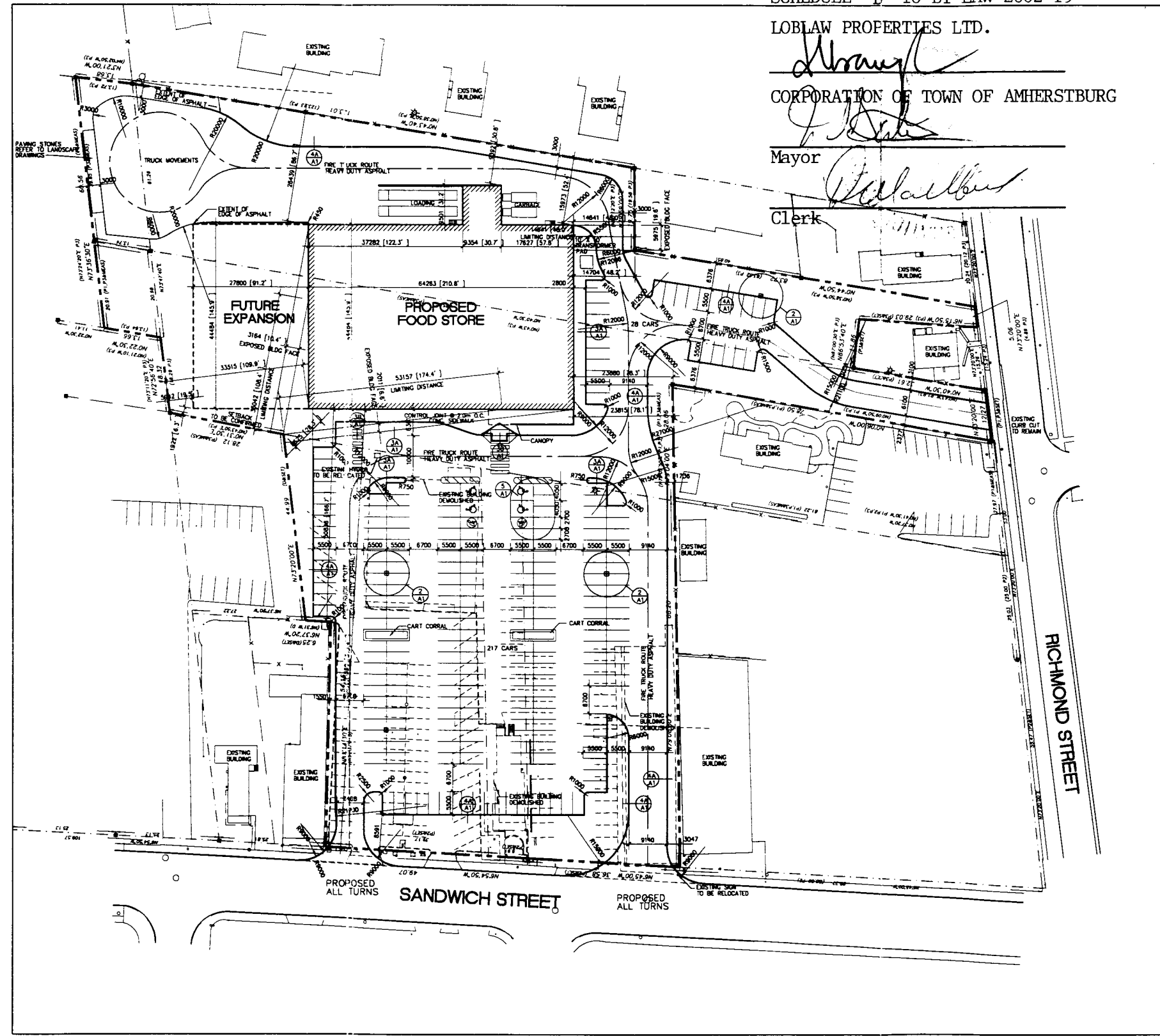
LOBLAW PROPERTIES LTD.

CORPORATION OF TOWN OF AMHERSTBURG

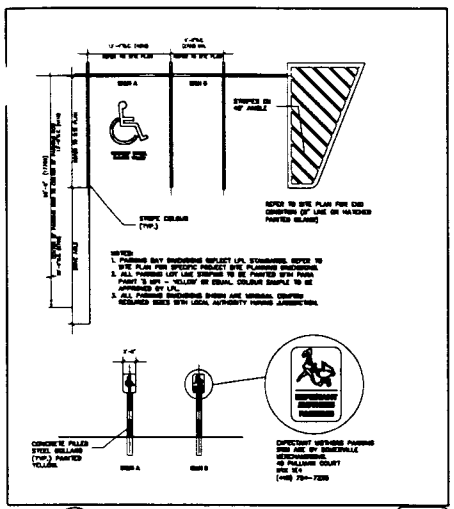
Mayor

Clerk

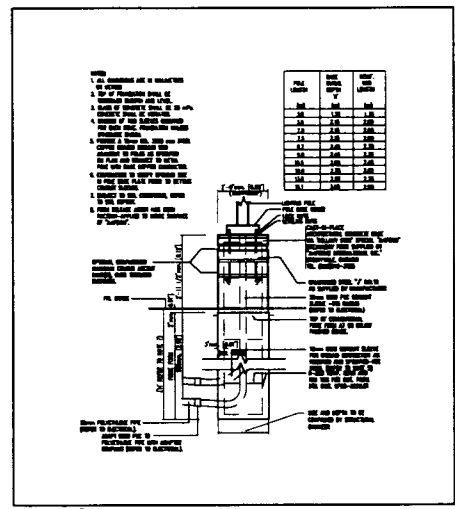
STATISTICS			
NO. SHEETS	20	NO. SHEETS	20
NO. SHEETS	20	NO. SHEETS	20
NO. SHEETS	20	NO. SHEETS	20



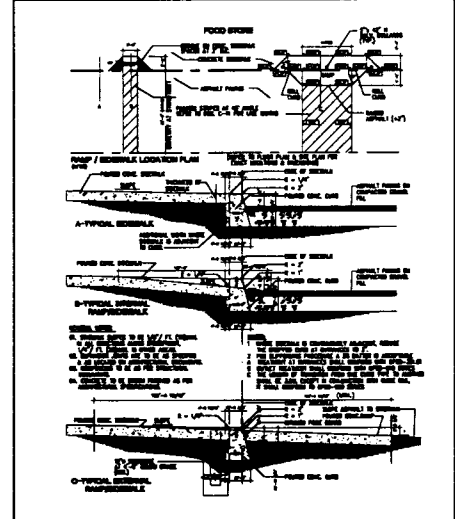
1 SITE PLAN
1:500



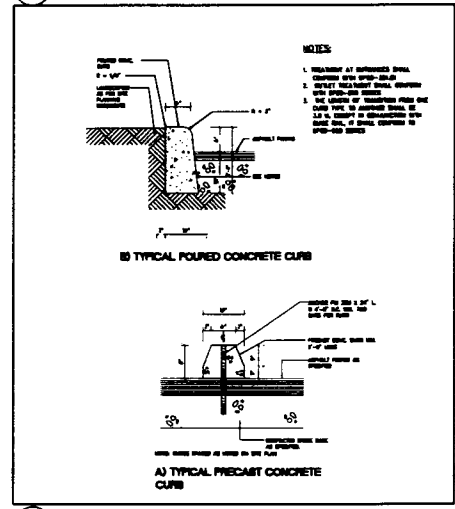
2 DETAIL PAINTED PARKING LINE (C2) MODIFIED



3 DETAIL LIGHT STANDARD DETAIL (C2) MODIFIED



3 DETAIL CURB + RAMP + SIDEWALK (C2) MODIFIED



4 DETAIL PRECAST CONCRETE CURB (C2) MODIFIED

1	NO. SHEETS	20	NO. SHEETS	20
2	NO. SHEETS	20	NO. SHEETS	20
3	NO. SHEETS	20	NO. SHEETS	20
4	NO. SHEETS	20	NO. SHEETS	20
5	NO. SHEETS	20	NO. SHEETS	20
6	NO. SHEETS	20	NO. SHEETS	20
7	NO. SHEETS	20	NO. SHEETS	20
8	NO. SHEETS	20	NO. SHEETS	20
9	NO. SHEETS	20	NO. SHEETS	20
10	NO. SHEETS	20	NO. SHEETS	20
11	NO. SHEETS	20	NO. SHEETS	20
12	NO. SHEETS	20	NO. SHEETS	20
13	NO. SHEETS	20	NO. SHEETS	20
14	NO. SHEETS	20	NO. SHEETS	20
15	NO. SHEETS	20	NO. SHEETS	20
16	NO. SHEETS	20	NO. SHEETS	20
17	NO. SHEETS	20	NO. SHEETS	20
18	NO. SHEETS	20	NO. SHEETS	20
19	NO. SHEETS	20	NO. SHEETS	20
20	NO. SHEETS	20	NO. SHEETS	20

TURNER FLEISCHER Architects Inc.

no frills
ECCHEMOND ST & SANDWICH ST
AMHERSTBURG, ONTARIO

SITE PLAN + DETAILS

PROJECT NO.	DATE
04-002	JAN 2004

DRAWN BY	SCALE
VP	AS SHOWN



A1-L

CORPORATION OF TOWN OF AMHERSTBURG

Mayor

Clerk

GENERAL PLANTING SPECIFICATIONS

- BASE INFORMATION SUPPLIED BY TURNER FLEISCHER ARCHITECTS INC TORONTO ONTARIO
- CONTRACTOR TO MAKE THEMSELVES FAMILIAR WITH ALL RELATED SPECIFICATIONS
- CONTRACTOR RESPONSIBLE FOR REVIEW OF ALL SPECIFICATIONS AND RELATED DRAWINGS WITH SELECTED SUB-CONTRACTORS AS THEY PERTAIN TO WORK AS OUTLINED ON LANDSCAPE ARCHITECTURAL WORKING DRAWINGS AND SPECIFICATIONS
- REVIEW ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT DURING TENDERING PROCESS
- ENGINEERS AND ARCHITECTS SHALL BE THE RESPONSIBLES OF THE CONTRACTOR
- CONTRACTOR SHALL MAINTAIN ALL LANDSCAPED AREAS UNTIL OWNER ACCEPTANCE OF PROJECT
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING ON COMPLETION OF PROJECT FOR A SITE WORK COMPLETION CERTIFICATE AS WELL AS THE COMMENCEMENT OF THE ACCEPTANCE OF PROJECT
- ALL LANDSCAPING TO BE WARRANTED FOR ONE YEAR UNLESS OTHERWISE STATED ON ACCEPTANCE OF PROJECT
- MEMBERSHIP TO THE STANDARDS OF THE ONTARIO LANDSCAPE ASSOCIATION AND THE LANDSCAPE ONTARIO SPECIFICATION STANDARDS
- ALL NURSERY STOCK TO BE #1 NURSERY GROWN AND MUST COMPLY WITH GRADE SPECIFICATION FOR NURSERY STOCK OF THE CANADIAN NURSERY TRADES ASSOCIATION
- ALL LANDSCAPING IS TO BE INSTALLED PRIOR TO THE END OF THE FIRST GROWING SEASON FOLLOWING THE OCCUPANCY OF THE SITE DEVELOPMENT UNLESS OTHERWISE STATED
- CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND MUST SUPPLY THE LANDSCAPE ARCHITECT COPIES PRIOR TO COMMENCEMENT OF WORK

- GRADING**
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS
 - ALL GRADING TO BE IN ACCORDANCE WITH SITE ENGINEERS DRAWINGS
 - SOIL SHALL BE SCARIFIED FREE OF ALL STONER ROOTS BRANCHES LARGER THAN 1" DIAMETER AND CONTRACTED TO 8% S.P.D.
 - ALL SURFACE TO BE SCARIFIED TO A DEPTH OF 6" (150 MM) PRIOR TO THE INSTALLATION OF TOPSOIL TO ENSURE NO HANDYMAN CONDITIONS
 - CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF TOPSOIL TO APPROVE BURIALS
 - DIRECT ALL RUNOFFERS AND SWALE LEADERS AWAY FROM PLANTING BEDS AND TO THE DESIGNATED DRAINAGE MALES
 - NOTIFY LANDSCAPE ARCHITECT IN WRITING OF ANY SUBSTANTIAL SET CONDITIONS

- TOPSOIL**
- AT THE CONTRACTORS EXPENSE A SOIL TEST IS TO BE COMPLETED BY A REPUTABLE LABORATORY THE SOIL TEST IS TO BE COMPLETED AND IF NECESSARY RECOMMENDATIONS FROM THE LABORATORY ARE TO BE INCLUDED THE RESULTS OF SOIL TESTS AND RECOMMENDATIONS ARE TO BE PROVIDED TO THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO WORK COMMENCEMENT FOR APPROVAL
 - TOPSOIL FOR PLANTING BEDS IS TO BE A FERTILE, FINE, NATURAL, LOAM TO A MINIMUM DEPTH OF 2" (50MM) AND A MINIMUM OF 1" (25MM) FOR TURF AREAS UNLESS OTHERWISE STATED
 - TOPSOIL SHALL CONTAIN NOT LESS THAN 4% ORGANIC MATTER FOR CLAY LOAMS AND NOT LESS THAN 7% ORGANIC MATTER FOR SANDY LOAM TO A DEPTH OF 8" (200MM) AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH FREE OF BUDS, CONTAMINATION, ROOTS AND STONES OVER 80MM DIAMETER
 - REASONABLY FREE OF WEEDS AS DETERMINED BY THE LANDSCAPE ARCHITECT AND HAVING A PH RANGING FROM 6.0 TO 7.0

- MULCH**
- ALL TREES/SHRUBS PITS AND PLANTING AREAS ARE TO BE MULCHED UNLESS OTHERWISE NOTED
 - CONTRACTOR TO INSTALL 3" (75MM) OF HARD-BANK PEDIUM MULCH IN ALL AREAS
 - ALTERNATIVES MAY BE ENGINEERED - CONTRACTOR TO PROVIDE 3 SAMPLES FOR WRITTEN APPROVAL TO THE LANDSCAPE ARCHITECT

- SEED - OVERSEED**
- ALL LANDSCAPED AREAS TO BE SEED AS NOTED AND TO THE STREET/ CURB UNLESS OTHERWISE STATED
 - ANY WORKS ON LANDS ADJUTING THE PROPERTY FROM THE LOT LINES TO SIDEWALKS AND CURBS SHALL BE TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT CITY AND OR REGIONAL MUNICIPALITY
 - SEED TO BE:
 - 20% KENTUCKY BLUE GRASS
 - 40% CREEPING RED FESCUE
 - 20% BARRIE OR PRINCIPLE PERENNIAL RYEGRASS
 - 20% ANNUAL RYEGRASS

- SEEDING RATE** - 250 kg PER HA (100 LBS/ACRE)
- SECOND APPLICATION OF SEED MAY BE REQUIRED TO ENSURE POSITIVE GERMINATION TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OR CLIENT

PLANT MATERIALS

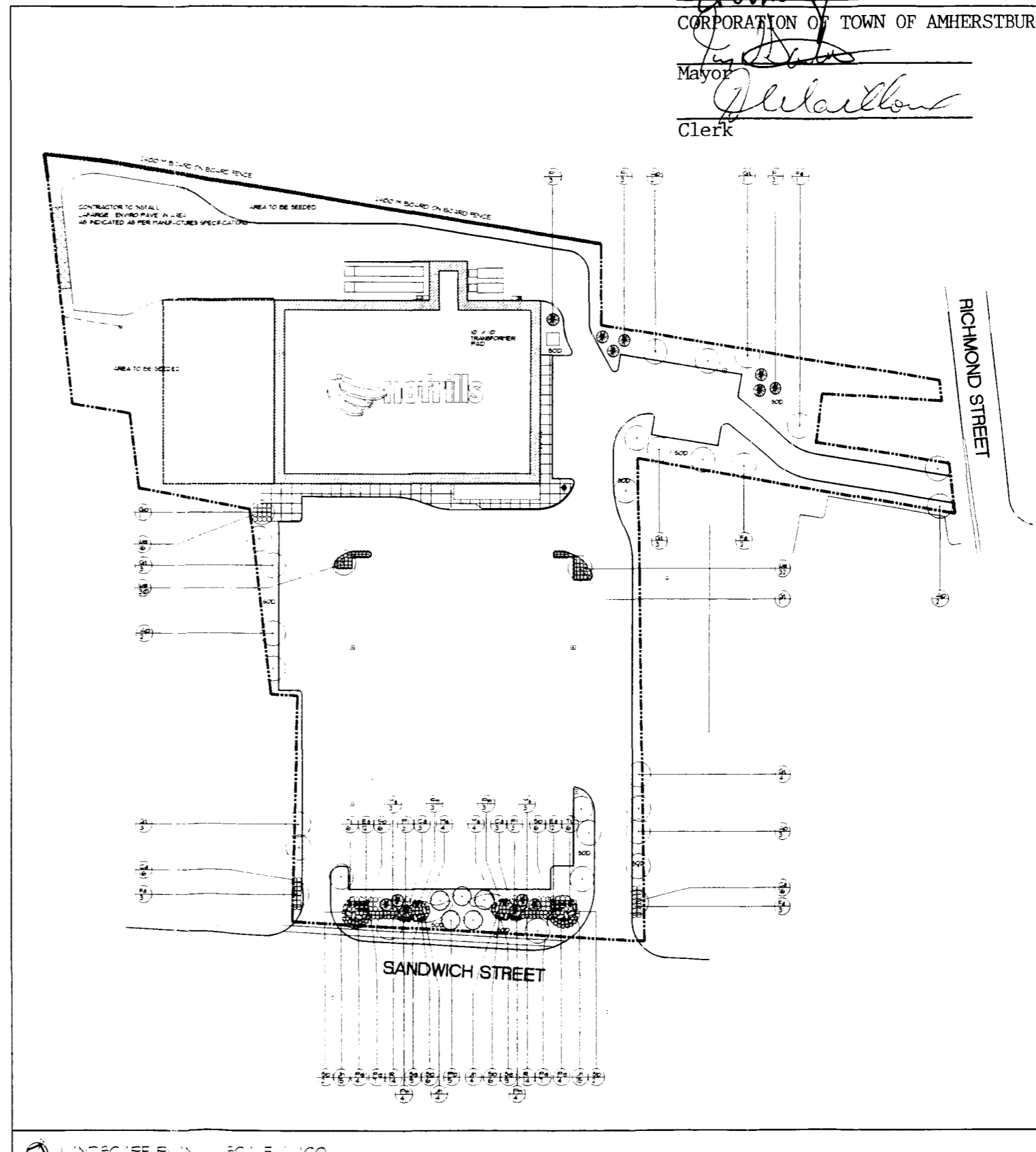
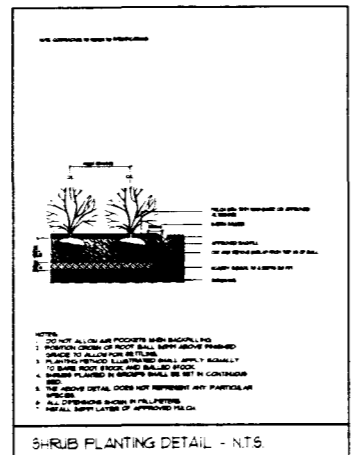
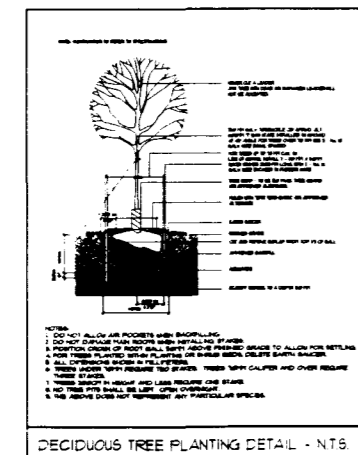
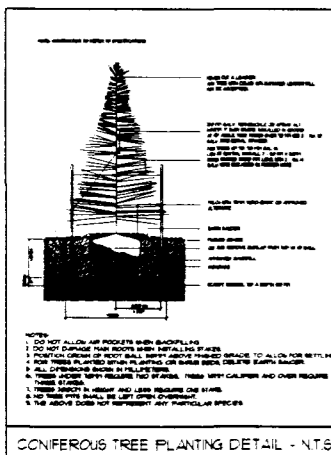
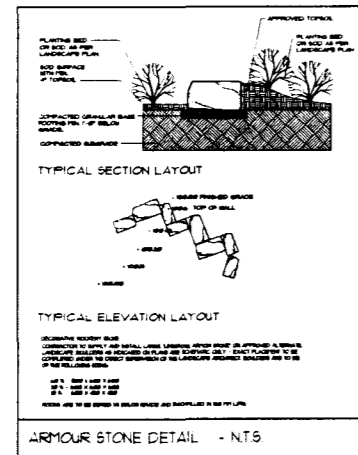
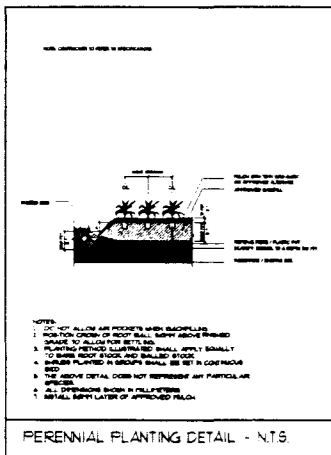
- CONTRACTOR TO VERIFY ALL PLANT MATERIAL ON DRAWINGS AND PLANT MATERIAL LIST
- REPORT ALL DISCREPANCIES AT TENDERING PROCESS
- SUBSTITUTIONS SHALL NOT BE ACCEPTED WITHOUT WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT
- PLANTINGS MAY BE ADJUSTED TO SUIT UTILITIES STRUCTURES AND AESTHETIC CONCERNS ADJUSTMENTS ARE TO BE MADE UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT
- LANDSCAPE ARCHITECT TO INSPECT ALL PLANT MATERIAL ON SITE OR AT ITS SOURCE PRIOR TO INSTALLATION CONTRACTOR IS TO GIVE LANDSCAPE ARCHITECT 48 HRS NOTICE FOR INSPECTION
- CONTRACTOR TO NOTIFY IN WRITING TO LANDSCAPE ARCHITECT ADVISE WEATHER CONDITIONS CLIMATE CONDITIONS AT TIME OF PLANTING IS TEMPERATURE PRECIPITATION
- ALL TREE PITS SHALL BE AT LEAST 2 FT (600MM) UNDER THE BALL OF THE TREE TO BE PLANTED AND SHALL BE DEEP ENOUGH SO THAT THE TOP OF BALL AT THE FINISH LEVEL AS SURROUNDING GRADE A MINIMUM OF 6" (150MM) OF BACKFILL SHALL BE PLACED UNDER BALL
- TREE PITS ARE NOT TO BE LEFT OPEN OVER NIGHT
- SHRUB BEDS SHALL BE EXCAVATED TO A DEPTH OF 6" (150MM) AND FILLED WITH APPROVED BACKFILL MATERIAL
- SHRUB BEDS ARE NOT TO BE LEFT OPEN OVER NIGHT
- ALL TREES SHALL HAVE AN EARTH SAUCER AT ITS BASE WITH A DIAMETER AS LARGE AS EXCAVATED AREA TO SHAPE TO RETAIN WATER SEE DETAIL EARTH SAUCER TO HAVE APPROVED MULCH INSTALLED TO A MINIMUM DEPTH OF 2" (50MM)
- ALL BURLAP SHALL BE CUT AND BURIED BELOW SURFACE DURING PLANTING
- ALL EVERGREENS ARE TO BE WATERED THE FIRST WATER AT THE EXTREME OF THE LANDSCAPE CONTRACTOR DRAINAGE MALES
- DO NOT INSTALL PLANT MATERIAL IN DRAINAGE MALES
- CONTRACTOR IS TO REMOVE ALL CUT WARES AFTER 2 FULL GROWING SEASONS

- SOIL**
- ALL LANDSCAPED AREAS TO BE ADDED TO THE STREET CURB (S) UNLESS OTHERWISE STATED
 - CONTRACTOR TO ENSURE (WHERE APPLICABLE) ALL PLANTING BEDS ADJUTING TO TRAFFIC BUREAU INTERIOR SITE CURBING AND INDIVIDUALS HAVE 18" (450MM) SIDE MAINTENANCE STRIP INSTALLED
 - ANY WORKS ON LANDS ADJUTING THE PROPERTY FROM THE LOT LINES TO SIDEWALKS AND CURBS SHALL BE COMPLETED OR REPAIRED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT CITY AND OR REGIONAL MUNICIPALITY UNLESS OTHERWISE STATED
 - SOIL SHALL BE CERTIFIED TO CULTIVATED TURF GRASS GRASS AND BOLD IN ACCORDANCE WITH THE CLASSIFICATIONS OF THE NURSERY STOCK GROWERS ASSOCIATION OF ONTARIO AT THE TIME OF SALE IT SHALL HAVE A STRONG FIBROUS ROOT SYSTEMS AND SHALL BE CUT IN PIECES APPROXIMATELY ONE (1) CM (1/8") IN AREA WITH THE SOIL PORTION BEING 3/4" (19MM)
 - SOIL TO BE FERTILIZED AT THE APPROPRIATE RATES AS INDICATED BY SOIL TESTS COMPLETED BY A REPUTABLE SOILS LABORATORY
 - UPON INSTALLATION AREAS SHOULD BE WATERED SO AS TO SATURATE SOIL AND THE UPPER 4" (100MM) OF BACKFILL TOPSOIL AFTER SOIL AND SOIL HAVE DRIED SUFFICIENTLY TO PREVENT DAMAGE IT SHALL BE ROLLED WITH A ROLLER PROCEEDING 1 SOIL LAYER (RANGE) PRESSURE PER AREA
 - CONTRACTOR TO REPAIR ALL DAMAGED AREAS TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OR CLIENT

NOTE: CONTRACTOR TO REVIEW AND CONFIRM PLANT MATERIAL WITH RESPECT TO QUANTITIES

PLANT MATERIALS

SYM	COMMON NAME	BOTANICAL NAME	QTY	SIZE	COND
10	SCHAEDLER MAPLE	Acer schaeferianum Schradert	3	60cm	UB
11	SILVERLEAF DOGWOOD	Cornus alba 'Ergoneurone'	30	50cm	POT
12	CLUMP BURNING BUSH	Elyonurus alata 'Nana'	24	50cm	POT
13	AUTUMN PURPLE ASH	Fraxinus americana 'Autumn Purple'	3	60cm	UB
14	SETLINE WOOD FLOUST	Quercus bicolor	5	60cm	UB
15	HAIRY HORN TREE	Gracilaria triloba	3	60cm	UB
16	PRINCE OF WALES LAMPER	Juniperus horizontalis 'Prince of Wales'	30	40cm	POT
17	POURSCUE GRASS	Madragana urina 'Succula'	4	10cm	POT
18	FOUNTAIN GRASS	Pennisetum setaceum 'Fountain'	22	10cm	POT
19	COLORADO GREEN SPRUCE	Prinos pungens	8	100 cm	POT
20	CLUMP REDDO PINE	Pinus rigida 'Reddo'	14	50cm	POT
21	ROSA RESISTA - WHITE	Rosa rugosa 'White'	20	100 cm	POT
22	AUTUMN JOY BEGONIA	Begonia speciosa 'Autumn Joy'	4	10cm	POT
23	ANTHONY WATERER SPINELA	Spinera barthelii 'Anthony Waterer'	20	40cm	POT
24	BRADFORD PEAR	Pyrus calleryana 'Bradford'	5	60cm	UB
25	SPREADING YEW	Taxus media 'Dawsoni'	20	50cm	POT
26	FRUIT MOELLA	Malus domestica 'Fruit Tree'	8	50cm	POT



Legend

- PROPOSED PLANTING
- DECORATIVE ANTIPOURSTONE
- DECORATIVE FIBERS WITH MEDALLION PENCING
- PLANT KEY
- 600 MM HIGH EARTH BENT
- LARGE ENVIR PAVE
- LIGHT STANDARD
- FIRE HYDRANT

Ron Koudys Landscape Architect Inc.
 88 KENNEDY STREET EAST
 LONDON, ONTARIO
 N6A 1T7

ALL DRAWINGS REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED OR REARED WITHOUT THE LANDSCAPE ARCHITECTS WRITTEN PERMISSION

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION OR OTHER PURPOSES UNLESS SIGNED AND DATED BY RONALD H. KOUDYS OALA C.A.L.A. LANDSCAPE ARCHITECT LONDON, ONTARIO 1999 00-1392

PROJECT FILE: **no trills**
 Sandwich Street
 AMHERSTBURG, ONTARIO

LANDSCAPE PLAN

August 1999

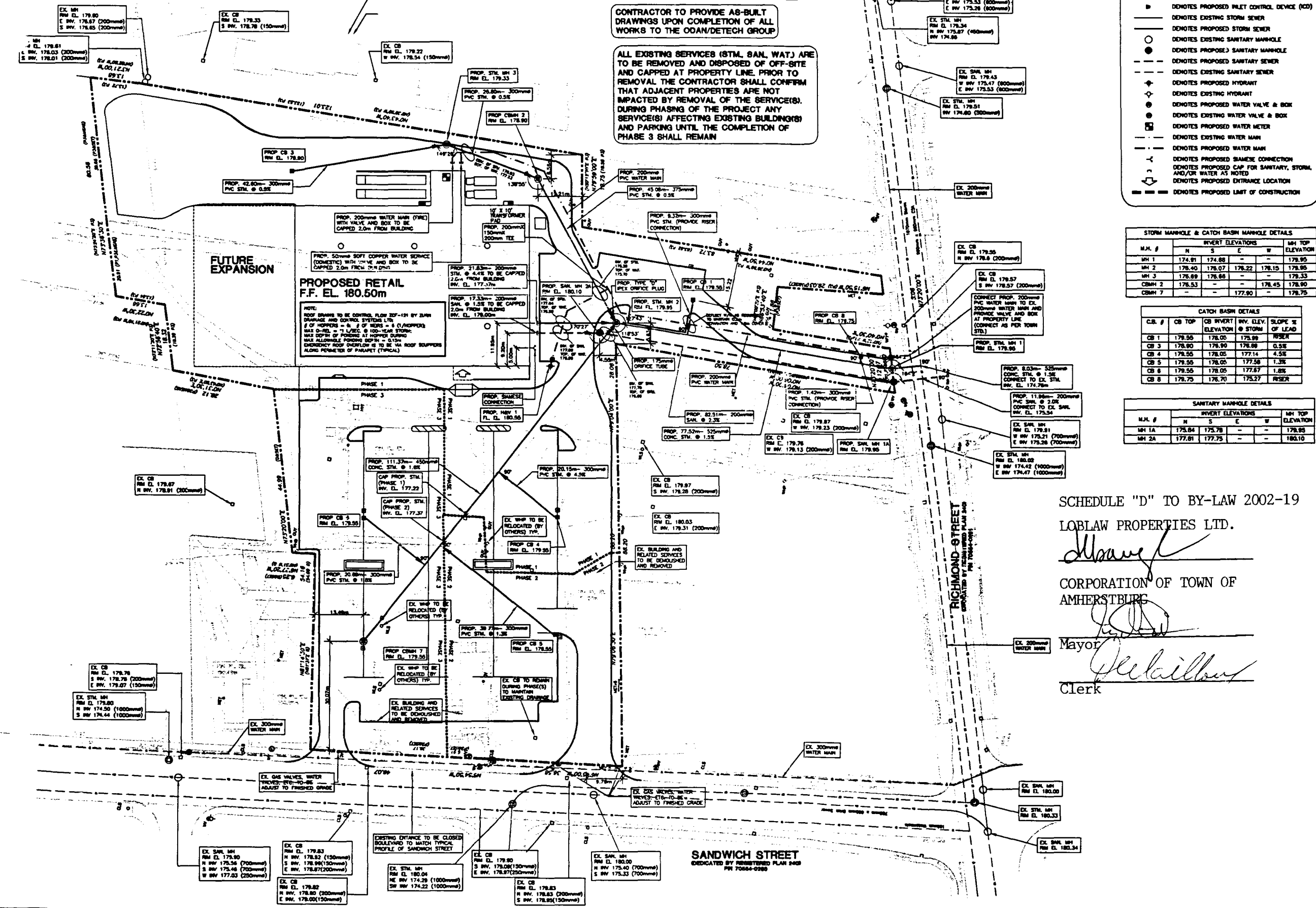
DATE: **L-1**



CONTRACTOR TO VERIFY ALL INVERTS, SIZE, MATERIAL, AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ODM/DETECH GROUP

CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS UPON COMPLETION OF ALL WORKS TO THE ODM/DETECH GROUP

ALL EXISTING SERVICES (STM, SAN, WAT) ARE TO BE REMOVED AND DISPOSED OF OFF-SITE AND CAPPED AT PROPERTY LINE. PRIOR TO REMOVAL THE CONTRACTOR SHALL CONFIRM THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY REMOVAL OF THE SERVICE(S). DURING PHASING OF THE PROJECT ANY SERVICE(S) AFFECTING EXISTING BUILDINGS AND PARKING UNTIL THE COMPLETION OF PHASE 3 SHALL REMAIN



SERVICING LEGEND:

- ⊕ DENOTES EXISTING STORM MANHOLE
- ⊙ DENOTES PROPOSED STORM MANHOLE
- DENOTES EXISTING CATCH BASIN
- DENOTES PROPOSED CATCH BASIN
- ▢ DENOTES PROPOSED INLET CONTROL DEVICE (ICD)
- DENOTES EXISTING STORM SEWER
- - - DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING SANITARY MANHOLE
- ⊙ DENOTES PROPOSED SANITARY MANHOLE
- - - DENOTES EXISTING SANITARY SEWER
- - - DENOTES PROPOSED SANITARY SEWER
- ◆ DENOTES EXISTING HYDRANT
- ◆ DENOTES PROPOSED HYDRANT
- ⊕ DENOTES EXISTING WATER VALVE & BOX
- ⊕ DENOTES PROPOSED WATER VALVE & BOX
- ⊕ DENOTES EXISTING WATER METER
- ⊕ DENOTES PROPOSED WATER METER
- DENOTES EXISTING WATER MAIN
- - - DENOTES PROPOSED WATER MAIN
- DENOTES PROPOSED SHIMMED CONNECTION
- DENOTES PROPOSED CAP FOR SANITARY, STORM, AND/OR WATER AS NOTED
- DENOTES PROPOSED ENTRANCE LOCATION
- DENOTES PROPOSED LIMIT OF CONSTRUCTION

STORM MANHOLE & CATCH BASIN MANHOLE DETAILS

M.H. #	INVERT ELEVATIONS				MH TOP ELEVATION
	N	S	E	W	
MH 1	174.81	174.88	-	-	178.95
MH 2	178.40	178.07	178.22	178.15	178.95
MH 3	178.89	178.68	-	-	178.33
CBM 2	178.53	-	-	178.45	178.90
CBM 7	-	-	177.90	-	178.75

CATCH BASIN DETAILS

CB #	CB TOP	CB INVERT ELEVATION @ STORM	RVY. ELEV.	SLOPE % OF LEAD
CB 1	178.55	178.05	178.90	RISER
CB 3	178.90	178.90	178.90	0.5%
CB 4	178.95	178.05	177.14	4.5%
CB 5	178.55	178.05	177.58	1.3%
CB 6	178.55	178.05	177.67	1.8%
CB 8	178.75	178.70	178.27	RISER

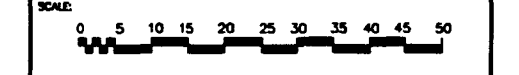
SANITARY MANHOLE DETAILS

M.H. #	INVERT ELEVATIONS				MH TOP ELEVATION
	N	S	E	W	
MH 1A	178.84	178.78	-	-	178.95
MH 2A	177.81	177.75	-	-	180.10

NOTE:
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND UNDERGROUND AND ABOVE GROUND UTILITIES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND THERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING THE WORK THE CONTRACTOR SHALL BE RESPONSIBLE OF THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
THE CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCY TO THE ARCHITECTS/ENGINEERS BEFORE PROCEEDING WITH THE WORKS.
ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF THE ENGINEER WHICH MUST BE RETURNED AT THE COMPLETION OF WORK.
THIS DRAWING IS NOT TO BE SCALED.
THIS PLAN MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
THE APPROVAL OF THIS PLAN DOES NOT EXEMPT THE OWNER'S CONTRACTOR FROM OBTAINING, BUT NOT LIMITED TO THE FOLLOWING PERMITS: ROAD CUT, SEWER PERMITS, RELOCATION OF SERVICES, ENCROACHMENT AGREEMENTS, APPROACH APPROVAL PERMITS, ETC.

BENCH MARK:
ELEVATIONS ARE BASED ON THE CANADIAN GEODETIC DATUM AND WERE DERIVED FROM TOWN OF AMHERSTBURG BENCH MARK 3018, HAVING A PUBLISHED ELEVATION OF 180.87 METERS.
BEARING NOTE:
BEARINGS ARE ASTROGNOMIC AND ARE REFERRED TO THE NORTHERLY LIMIT OF RICHMOND STREET AS SHOWN ON PLAN 128-3348, HAVING A BEARING OF N72°20'57".
METRIC NOTE:
DISTANCES AND ELEVATIONS ON THIS PLAN ARE TYPICALLY SHOWN IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NO.	REVISIONS	DATE	BY
2	NEW SITE PLAN / OFFICE SIZE		FR-B-02 MHH
1	RELOCATE W.M. / ADD PHASING DRWG.		FR-B-02 MHH
1	CHANGE TO WAT./ SAN. AS PER MECH.		FR-B-02 MHH



SCHEDULE "D" TO BY-LAW 2002-19

LOBLAW PROPERTIES LTD.

Alvarez

CORPORATION OF TOWN OF AMHERSTBURG

Mayor

DeLailles
Clerk

SITE SERVICING PLAN

CLIENT: **LOBLAW PROPERTIES LIMITED**
22 ST. CLAIR AVENUE EAST
TORONTO, ONTARIO M4T 2B8

PROJECT: **PROPOSED FOOD STORE**
AMHERSTBURG, ON

ODAN DETECH

6280 SOUTH SERVICE ROAD, BURLINGTON, ONTARIO L7L 6K2
OFF: 905-682-8811 FAX: 905-682-8888

SCALE: 1 : 500 PROJ. NO.: 01275 DATE: MAR. 12/02 DESIGN BY: J.K.
DRAWN BY: M.H.H.
CHECKED BY: D.C.S.
APPROVED BY: J.K.
DRWG. NO.: 1 OF 4

FILE NUMBER ENGINEER

SANDWICH STREET
DEDICATED BY REGISTERED PLAN 2409
PH 70864-0260

RICHMOND STREET
DEDICATED BY REGISTERED PLAN 2409
PH 70864-0261



CONTRACTOR TO VERIFY ALL INVERTS, SIZE, MATERIAL AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ODAN/DETECH GROUP

CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS UPON COMPLETION OF ALL WORKS TO THE ODAN/DETECH GROUP

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GRADING LEGEND:

- ⊕ DENOTES EXISTING STORM MANHOLE
- ⊕ DENOTES PROPOSED STORM MANHOLE
- ⊕ DENOTES EXISTING CATCH BASIN
- ⊕ DENOTES PROPOSED CATCH BASIN
- DENOTES EXISTING SANITARY MANHOLE
- DENOTES PROPOSED SANITARY MANHOLE
- ⊕ DENOTES PROPOSED HYDRANT
- ⊕ DENOTES EXISTING HYDRANT
- ⊕ DENOTES PROPOSED WATER VALVE & BOX
- ⊕ DENOTES EXISTING WATER VALVE & BOX
- ⊕ DENOTES PROPOSED WATER METER
- ⊕ DENOTES PROPOSED SIAMOSE CONNECTION
- +110.00 DENOTES EXISTING SPOT ELEVATION
- +100.00 DENOTES PROPOSED ELEVATION
- +100.00/C DENOTES PROPOSED TOP OF CURB ELEVATION
- +100.00/A DENOTES PROPOSED GUTTER LINE ELEVATION
- +100.00 HP DENOTES PROPOSED HIGH POINT
- +100.00 DENOTES PROPOSED SWALE INVERT ELEVATION
- +100.00 DENOTES PROPOSED ELEVATION BY OTHERS
- ↘ DENOTES PROPOSED FLOW ARROW AND SLOPE
- ↘ DENOTES PROPOSED FLOW ARROW
- ⊕ DENOTES EMERGENCY OVERLAND FLOW
- ⊕ DENOTES PROPOSED SLOPE (3:1 OR HIGHER)
- ⊕ DENOTES PROPOSED ENTRANCE LOCATION
- ⊕ DENOTES EXISTING EXTENT OF MAX. FLOODING (0.30m) 100 YEAR STORM
- DENOTES PROPOSED LIMIT OF CONSTRUCTION

NOTE:

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND UNDERGROUND AND ABOVE GROUND UTILITIES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING THE WORK THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

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THIS PLAN MUST NOT BE USED TO SITE THE PROPOSED BUILDING.

THE APPROVAL OF THIS PLAN DOES NOT EXEMPT THE OWNER'S CONTRACTOR FROM OBTAINING, BUT NOT LIMITED TO THE FOLLOWING PERMITS: ROAD OUT, SEWER PERMITS, RELOCATION OF SERVICES, ENCROACHMENT AGREEMENTS, APPROACH APPROVAL PERMITS, ETC.

CUSTOMER TOPOGRAPHICAL INFORMATION SUPPLIED BY SPOFFIT, VAN NESTER AND GIBSON LIMITED.

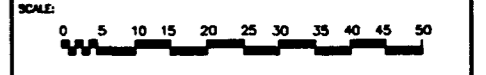
BOUNDARY DATA DERIVED FROM INFORMATION FROM SPOFFIT, VAN NESTER AND GIBSON LIMITED.

BENCH MARK:
ELEVATIONS ARE BASED ON THE CANADIAN GEODETIC DATUM AND WERE DERIVED FROM TOWN OF AMHERSTBURG BENCH MARK 3016, HAVING A PUBLISHED ELEVATION OF 180.67 METERS.

BEARING NOTE:
BEARINGS ARE ASTROLOGICAL AND ARE REFERRED TO THE NORTHEASTLY LIMIT OF RICHMOND STREET AS SHOWN ON PLAN 12R-234R, HAVING A BEARING OF 47°23'07".

METRIC NOTE:
DISTANCES AND ELEVATIONS ON THIS PLAN ARE TYPICALLY SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NO.	REVISIONS	DATE	BY
2	NEW SITE PLAN/ OFFICE SIZE RELOCATE W/M / ADD PHASING DRWG.	1/8-18	MHH
1	CHANGE TO WAT./ SAN. AS PER MECH.	08-18	MHH



DRAWING:
SITE GRADING AND STORM WATER MANAGEMENT PLAN

CLIENT:
LOBLAW PROPERTIES LIMITED
22 ST. CLAIR AVENUE EAST
TORONTO, ONTARIO M4T 2B6

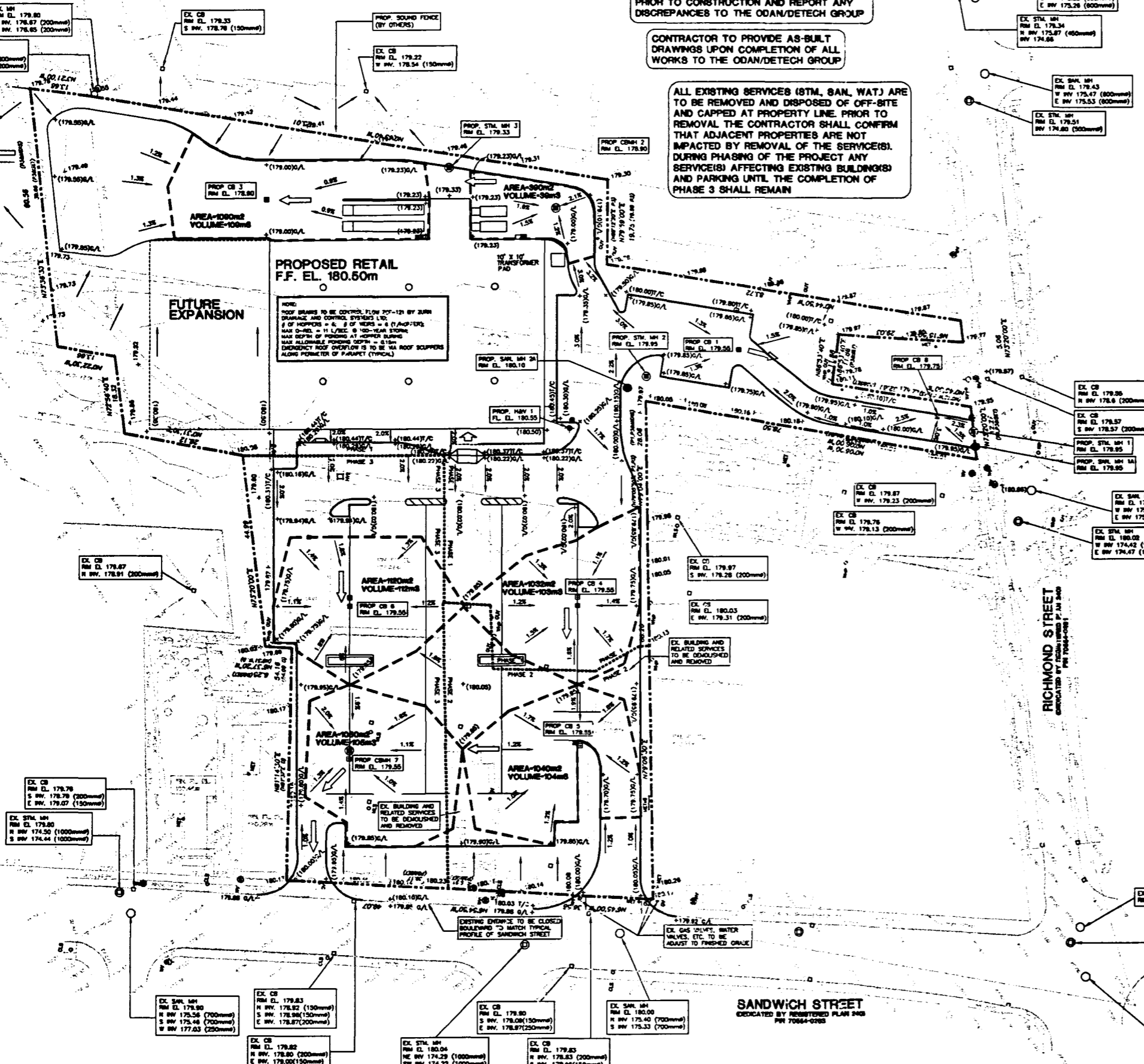
PROJECT:
PROPOSED FOOD STORE
AMHERSTBURG, ON



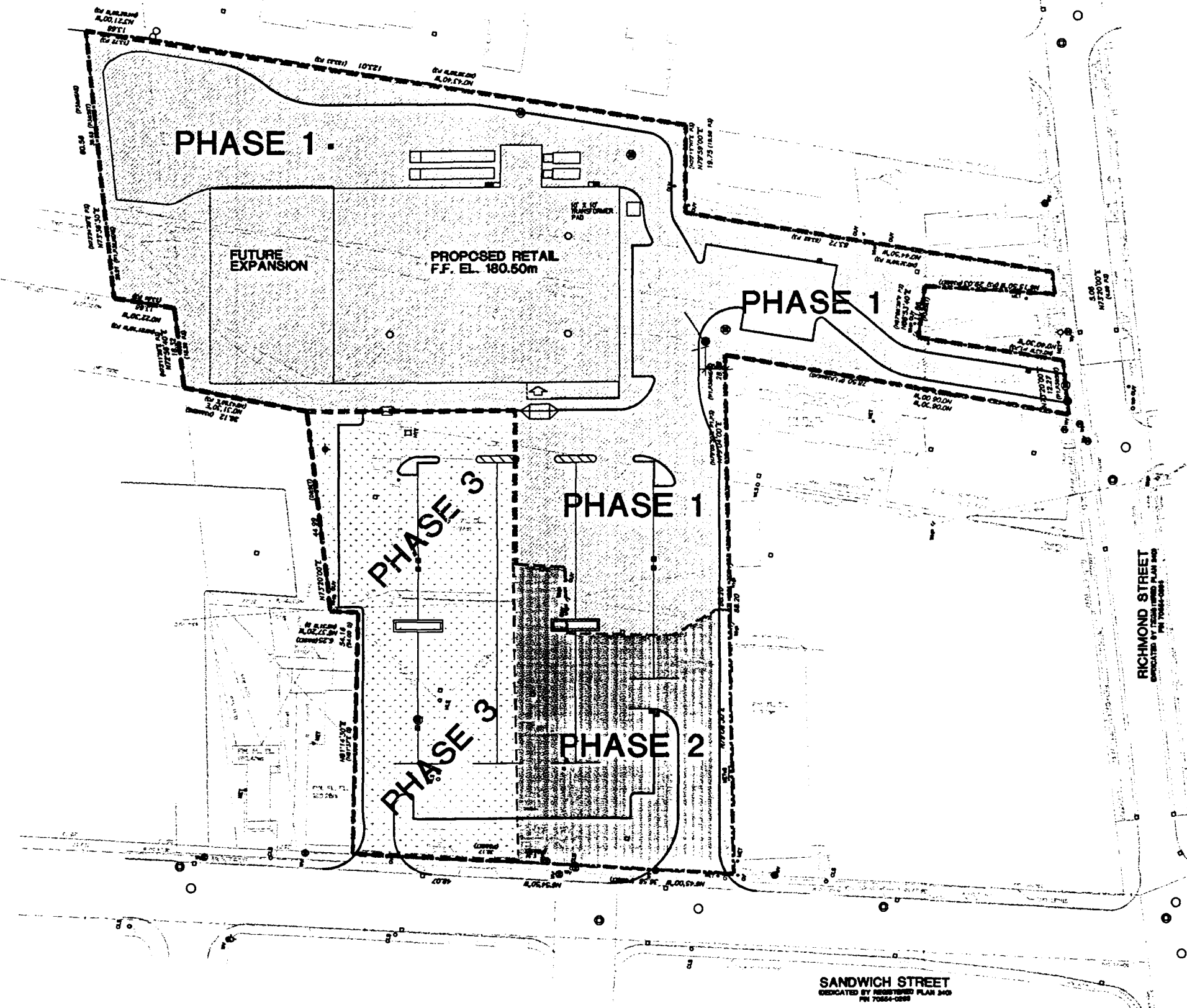
6220 SOUTH SERVICE ROAD, BURLINGTON, ONTARIO L7L 6K2
OFF: (905) 682-6911 FAX: (905) 682-9886

SCALE: 1: 500	PROJ. NO.: 01275	DATE: MAR. 12/02	DESIGN BY: J.K.
01275-2A.DWG 01275-2B.DWG 01275-2C.DWG			DRAWN BY: M.H.H.
			CHECKED BY: D.C.S.
			APPROVED BY: J.K.
			DRWG. NO.: 2 OF 4
FILE NUMBER	ENGINEER		

SCHEDULE "D" TO BY-LAW 2002-19 CONT'D.



SCHEDULE "D" TO BY-LAW
2002-19 CONT'D.



NOTE :

THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND UNDERGROUND AND ABOVE GROUND UTILITIES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING THE WORK THE CONTRACTOR SHALL BE RESPONSIBLE OF THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

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EXISTING TOPOGRAPHICAL INFORMATION SUPPLIED BY SPADINA, VAN HOEYBROEK AND GIBSON LIMITED.

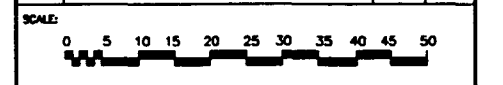
BOUNDARY DATA DERIVED FROM INFORMATION FROM SPADINA, VAN HOEYBROEK AND GIBSON LIMITED.

BENCH MARK:
ELEVATIONS ARE BASED ON THE CANADIAN GEODETIC DATUM AND WERE DERIVED FROM TOWN OF AMHERSTBURG BENCH MARK 3016, HAVING A PUBLISHED ELEVATION OF 180.507 METERS.

BEARING NOTE:
BEARINGS ARE ASTROLOGICAL AND ARE REFERRED TO THE NORTHERLY LIMIT OF RICHMOND STREET AS SHOWN ON PLAN 138-3346, HAVING A BEARING OF N72°20'00"E.

METRIC NOTE:
DIMENSIONS AND ELEVATIONS ON THIS PLAN ARE TYPICALLY SHOWN IN METERS AND CAN BE CONVERTED TO FEET BY ENDING BY 3.2808.

2	NEW SITE PLAN/ ORIFICE SIZE RELOCATE W/M / ADD PHASING DRWG.	#8-8-B	MHH
1	CHANGE TO WAT./ SAN. AS PER MECH.	#8-8-B	MHH
NO.	REVISIONS	DATE	BY



DRAWING :

PHASING PLAN

CLIENT :

LOBLAW PROPERTIES LIMITED
22 ST. CLAIR AVENUE EAST
TORONTO, ONTARIO M4T 2B6

PROJECT :

PROPOSED FOOD STORE
AMHERSTBURG, ON



5280 SOUTH SERVICE ROAD, BURLINGTON, ONTARIO L7L 6K3
OFF: 905-682-8811 FAX: 905-682-8888

SCALE :	PROJ. NO.:	DATE:	DESIGN BY:
1 : 500	01275	MAR. 12/02	J.K.
01275-4C.DWG			DRAWN BY:
			M.H.H.
			CHECKED BY:
			D.C.S.
			APPROVED BY:
			J.K.
			DRWG. NO.:
			4 OF 4
FILE NUMBER	ENGINEER		

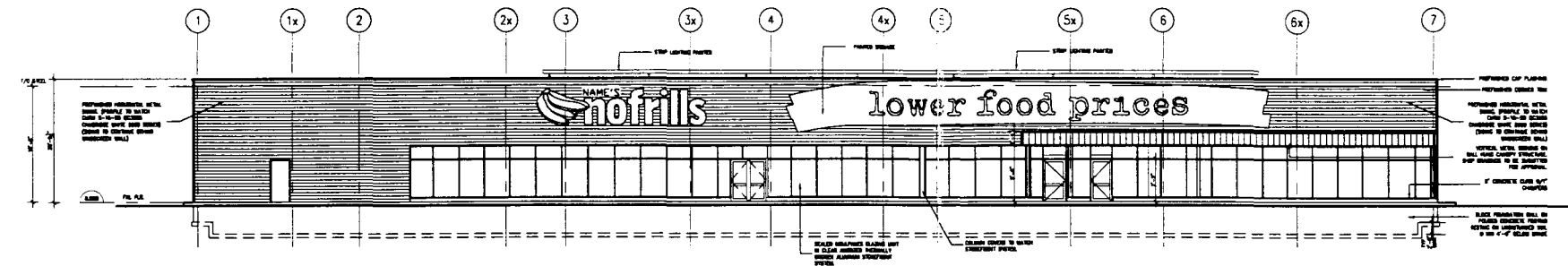
SCHEDULE "E" TO BY-LAW 2002-19

LOBLAW PROPERTIES LTD.

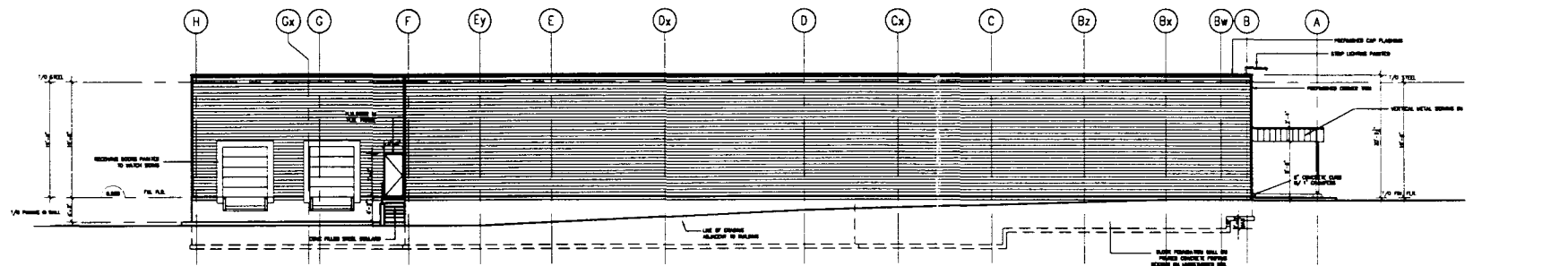
CORPORATION OF TOWN OF AMHERSTBURG

Mayor

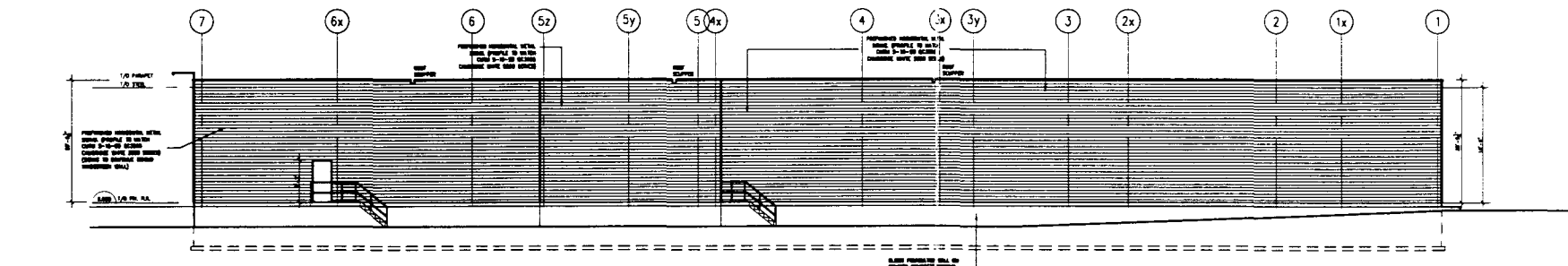
Clerk



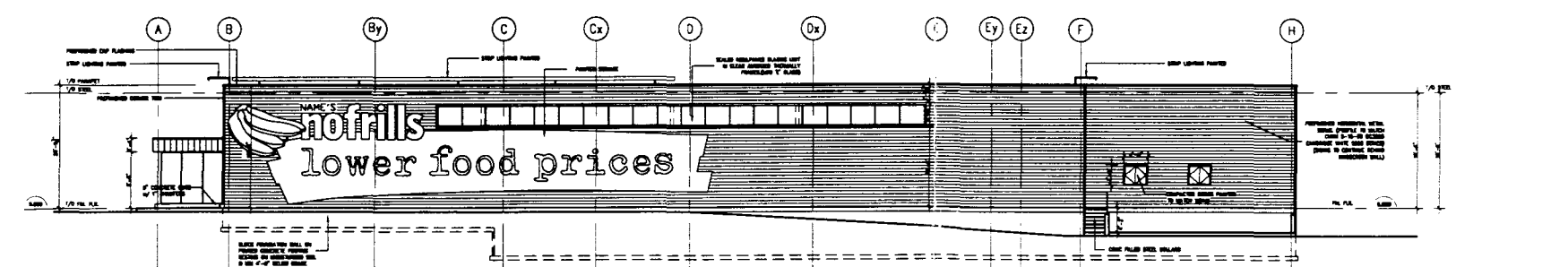
WEST ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"



EAST ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"

The drawing is an architectural drawing prepared by the architect and is not to be used for any other purpose without the written consent of the architect.

The architect is not responsible for the accuracy of the information provided on this drawing, but the architect will be responsible for the accuracy of the information provided on this drawing.

The architect is not responsible for the accuracy of the information provided on this drawing, but the architect will be responsible for the accuracy of the information provided on this drawing.

TURNER FLEISCHER Architects Inc.

PROJECT: no frills
RICHMOND ST & SANDWICH ST
AMHERSTBURG, ONTARIO

ELEVATIONS

PROJECT NO.	DATE	SCALE	REVISION
BY	OF	SCALE	REVISION
DESIGNED BY	DATE	SCALE	REVISION
CHECKED BY	DATE	SCALE	REVISION
DATE	SCALE	REVISION	

A2